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April 14, 1993

RECEIVED

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APR 14 1993

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N. W.
Washington, D. C. 20554

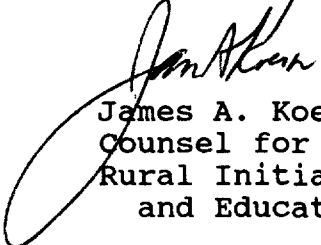
Re: MM Docket No. 93-44

Dear Ms. Searcy:

On behalf of Rural Initiatives for Shelter and Education, there are transmitted herewith an original and five copies of a Supplement to the Joint Request for Approval of Settlement Agreement, filed in this proceeding on March 24, 1993.

Should additional information be necessary in connection with this matter, please communicate with this office.

Very truly yours,


James A. Koerner
Counsel for
Rural Initiatives for Shelter
and Education

Enclosures

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Before the
Federal Communications Commission
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 93-44
)	
RURAL INITIATIVES FOR SHELTER)	File No. BPED-870817MC
AND EDUCATION)	
)	
AMERICAN INDIAN BROADCAST)	File No. BPH-870820MB
GROUP)	
)	
For Construction Permit for)	
New FM Station at Hartford,)	
Michigan)	

To: Arthur I. Steinberg
Administrative Law Judge

SUPPLEMENT TO JOINT REQUEST

Rural Initiatives for Shelter and Education ("Rural") by its attorneys, hereby supplements the Joint Request for Approval of Settlement Agreement, Dismissal of Application and Grant of Application, filed in this proceeding on March 24, 1993.

In the March 24, 1993 filing, the signature of Sandra M. Avery on the Settlement Agreement and on her Declaration was a facsimile. It was represented that original signatures would be furnished upon receipt by counsel. Attached hereto is a copy of the Settlement Agreement containing the original signature of Sandra M. Avery. Also attached hereto is a copy

of the Declaration bearing the original signature of Sandra Avery.

Respectfully submitted,

**RURAL INITIATIVES FOR SHELTER
AND EDUCATION**

By: 

James A. Koerner
Its Attorney

**BARAFF, KOERNER, OLENDER
& HOCHBERG, P.C.
5335 Wisconsin Ave., N.W.
Washington, D.C. 20015
(202) 686-3200**

April 14, 1993

JAK/fb\29108\Supplement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made as of the ____ day of March, 1993, by and between Rural Initiatives for Shelter and Education ("Rural") and American Indian Broadcast Group, Inc. ("Group") (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Rural and Group have pending before the Federal Communications Commission (the "FCC") applications (respectively, File Numbers BPED-870817MC and BPH-870820MB for a Construction Permit for a new broadcast station (the "Station") to operate on Channel 279A at Hartford, Michigan; and

WHEREAS, these two applications, proposing the same channel at the same place, are mutually-exclusive such that only one of the applications may be granted; and

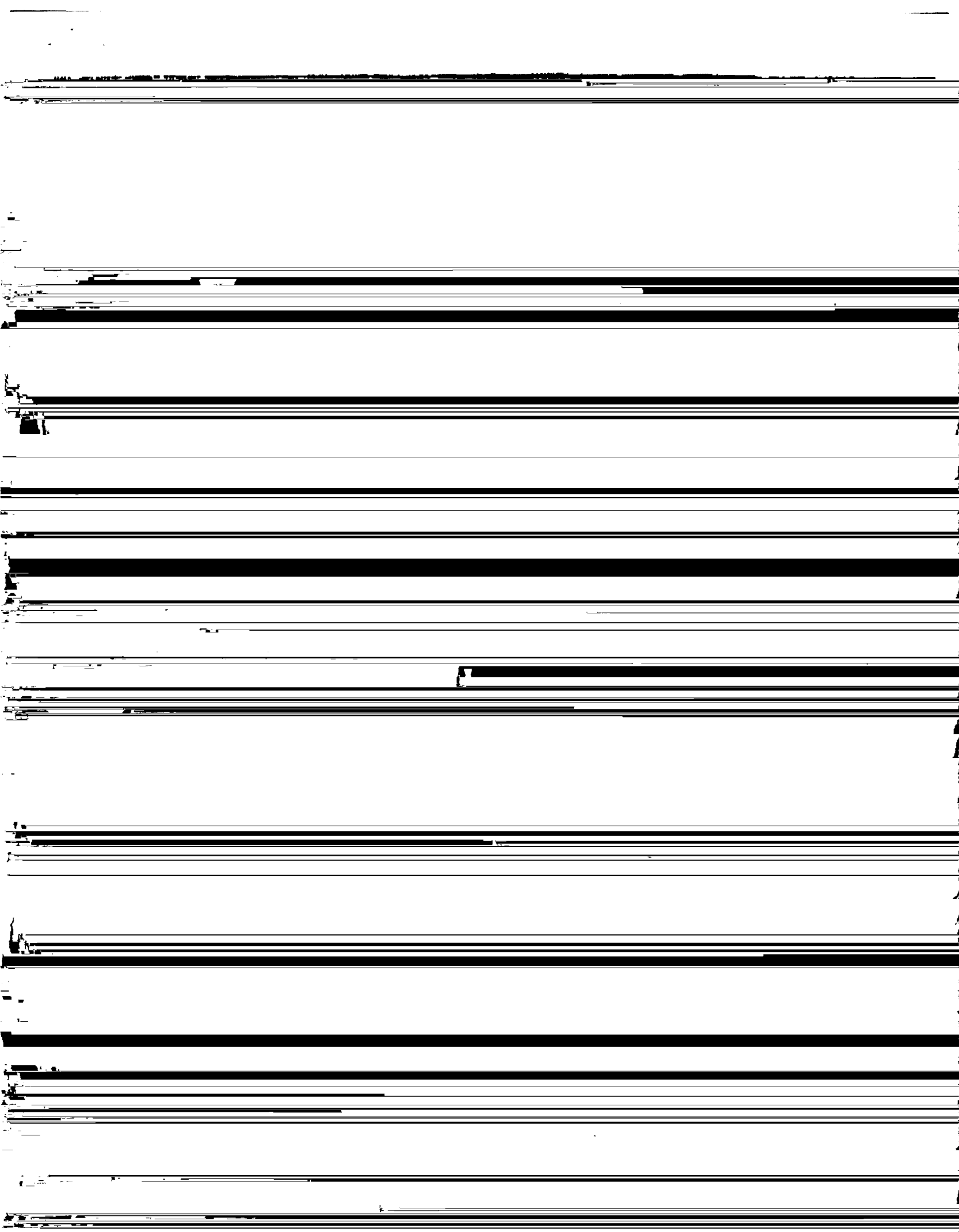
WHEREAS, Rural desires promptly to construct a broadcast station on Channel 279A at Hartford, Michigan and its Construction Permit can only be granted upon dismissal of the Group application; and

WHEREAS, the Parties recognize that it is in the best

NOW THEREFORE, in consideration of their mutual representations and promises stated herein and intending to be legally bound, the Parties covenant and agree as follows:

1. **FCC Consent.** This Agreement is entered into subject to approval by the FCC or its delegatee, and it shall be void unless the FCC or its delegatee approves it. The Parties shall make good faith efforts to resolve any and all FCC objections in order to obtain prompt approval by the FCC.

2. **Joint Request for Approval of Agreement.** The Parties agree to file with the FCC on or before March 29, 1993, a Joint Request for Approval of this Agreement ("Joint Request"). The Joint Request shall be accompanied by a copy of this Agreement and



To Rural

Ms. Sandra Avery
62900 79th Avenue
Decatur, MI 49045

With a copy to:

James A. Koerner, Esquire
Baraff, Koerner, Olender
& Hochberg, P. C.
5335 Wis. Avenue, N.W., #300
Washington, D.C. 20015-2003

To Group

Lynwood Eaton
Burbank Road
P. O. Box 288
Sutton, MA 01527

With a copy to:

Robert S. Stone, Esq.
McC Campbell & Young
P. O. Box 550
Knoxville, TN 37901-0550

7. Remedies Upon Default. If either Party defaults under this Agreement, the other Party shall have available to it all remedies to which it is entitled, at law or in equity.

8. Waiver. Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any rights hereunder. No waiver by any party at any time, express or implied, or any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

9. Governing Law. This Agreement shall be governed by and
~~interpreted in accordance with the law of the State of Michigan~~

terms and conditions agreed upon with respect to its subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed herein. By signing below, the Parties acknowledge that they have read this Agreement and are fully cognizant of these provisions.

12. Counterparts. This undersigned represent and warrant that they are authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, and all so executed shall constitute an Agreement, binding on the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart.

13. Headings. The headings of the paragraphs of this Agreement are inserted and are for reference purposes only. They in no way define, limit or describe the scope of this Agreement or the intent of any of its provisions.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the year and date first above written.

Witness:

RURAL INITIATIVES FOR
SHELTER AND EDUCATION

Robert Smith

By Andrea M. Clary 12-24-93

Witness:

AMERICAN INDIAN BROADCAST GROUP, INC.

By _____

DECLARATION

I, Sandra Avery, do hereby declare under penalty of perjury
as follows:

I, Sandra Avery, do hereby declare under penalty of perjury
as follows:

CERTIFICATE OF SERVICE

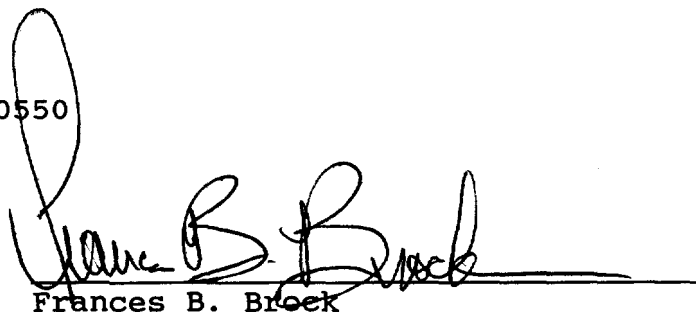
I, Frances B. Brock, a secretary in the law offices of Baraff, Koerner, Olender & Hochberg, P.C., certify that on this 14th day of April 1993, a copy of the foregoing "Supplement to Joint Request" was sent via first-class, United States Mail, postage prepaid, to each of the following:

Arthur I. Steinberg*
Administrative Law Judge
Federal Communications Commission
2000 L Street, N. W.
Room 228
Washington, D. C. 20554

Charles Dziedzic, Esq.*
Federal Communications Commission
Mass Media Bureau
2025 M Street, N. W.
Washington, D.C. 20554

Federal Aviation Administration
800 Independence Avenue, S. W.
Washington, D. C.

Robert S. Stone, Esq.
McC Campbell & Young
P. O. Box 550
Knoxville, Tennessee 37901-0550



Frances B. Brock

*Delivered by hand